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MADRAS RECORD OFFICE

Government of Madras.

Development DEPARTMENT

G.O. No. 1708 Press / Mis.

Dated 14 9 1921

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Forests

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Leases

Development (191) Department.

New SERIES

GO No. 1204

DATED 19 9 21

350 words

[Despatch Abstract.

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G.O.	No.	Department.	Date.	G.O.	No.	Department.	Date.
	181	Rev. Spl.	2-2-14		1443	Rev.	17-6-14
	3646	Rev	17-11-17		1798	Rev	20-6-14
	281	Rev	31-11-17		3334	Do	10-12-08
	166	Rev	25-1-16		1836	Do	20-7-07
	603	Rev	6-3-15		594	Do	13-8-94
	1215	Rev	29-4-14		2496	Rev	8-11-06
					594	Do	13-8-1894
					412	Do	7-6-1894
					899	Do	13-9-1894

FURTHER PAPERS.

G.O.	No.	Department.	Date.	G.O.	No.	Department.	Date.

R.F.D.—80-8.

REVENUE DEPARTMENT.

CURRENT No.

Received ..... 191 , *Registered* ..... 191 .

Subject.

Submitting to Government for orders application for the lease of forest area in the Gundila valley of the Kollegal Taluk.

ENCLOSURES.

No. .....

.....

Spare copies .....

Reference No. 1928/20-1

Station Madras. *Dated the* 1st July 1920 191

From (Name) The Hon'ble Mr.S.Cox

(Designation) Chief Conservator of Forests

To the Secretary to the Government of Madras,
Revenue (Special) Department.

Si

I have the honour to submit herewith for the order of Government letter from the Collector of Coimbatore No.R.O.C 2171/Rq 20 dated 7th June 1920 in which he reports that Mr.A.P.Kinlock a planter and an ex-sold has applied for the grant on a 99 years lease of 350 acres of deciduous forest in the Gundila valley of the Kollegal Taluk, for coffee cultivation, and enquires before proceeding to obtain further details of the

land whether Government are likely to accede to the petitioner's request which Mr.Tireran has also supported and whether the terms of the lease should be on the model of Mr.Morris' lease or on the model of the Anamalai lease.

2. It is necessary to explain here what Mr.Morris' lease referred to by the Collector is. In 1907, the Collector with the approval of the Board and under the authority conveyed in the last sentence of G.O.No.594 Rev-dated 13th August 1894, granted an extent of 220 acres (now known as Honnamettai estate) of shola forest in the Gundila valley on a 20 years lease to Mr.R.H.Morri for the cultivation of rubber-please see copy of lease deed enclos -ed. Rubber failed and the lessee substituted coffee as the chief crop and applied in 1911 for a revised lease. In view of this modification and the necessity for the protection of the Gundila river, an important irrigation source in the Taluk, and the conservancy of the adjoining shola forest, the Board was inclined, on the recommendation of the local officers, to terminate the lease, if it could, before the period of expiry. As however legal opinion was against such a course the Board allowed the lease to run its course and permitted Mr.Morris to substitute coffee for rubber on the distinct understanding that this concession mean promise of extension of the lease. a question which should be arately considered in the light of the circumstances existing at time of the expiry of the lease.

3. In 1918, on the death of her husband, Mrs. Morris applied on behalf of herself and her son Mr.R.C.Morris for the conversion of the lease into a 99 years lease. She applied also at the same time for two additional plots in the same locality one measuring 25 acres and the other, 247.60 acres. The Board granted the lease of the smaller plot until 1927, the date of expiry of the original lease since this area was found to be necessary to the lessee in the interest of her adjoining Attikan and Honnamettai estates. The Board declined, however, to grant the lease of the larger area or to permit the conversion of the lease of the Honnamettai estate into a 99 years lease on the ground that it was too soon to consider the question of extensi of the original lease nine years ahead.

4. In February last, Mr.R.C. Morris represented again that the question of renewal of his lease was a matter of urgent importance to him and should be taken up at once. The Conservato also urged that . as the land was of no use to the Department and as the formation of a coffee estate was good both for the country and for the adjoining ever green forests in the directi of fire protection, it would be unwise to turn out the lessee and strongly recommended either the ~~concession~~ Conversion of the lease at once into a 99 years lease or one grant of the land on a tenure similar to that prevailing on the Anamalais Estates.

The Collector agreed with the Conservator in considering

Fo 3334 B
10/1288

-considering that the question of renewal should be taken up immedea-ly, as nothing would be gained by delay and as it was reasonable ~~th~~ that the lessee should know several years ahead on what terms the lease was likely to be renewed. He recommended that as Mr.Morris was paying a rent of Rs.2 per acre from the begining of the 6th Year of his lease which is more than what he would have to pay under the Anamalai lease deed, there was no reason to treat him worse than the Anamalai lessees.

Since my personal opinion was invited, I agreed with the Collector's views, and I am sure they will be shortly placed before Government by the Collector.

If it is decided to grant the present application of Mr. nlock the lease will perhaps be similar to that to be decided in the case of Mr.Morris.

I have the honour to be,

Sir,

Your most obedient Servant,

for Chief Conservator.

R.S.2/7

S.D.

Copy of the Collectors letter (Coimbatore) R.O.C.2171/Rq dated h June 1920.

Grant of land---Biligirirangam Hills.

Mr.A.P. Kinlock, writing from Attikan Estate applied to the Conservator in February last for the grant of lands for planting coffee on the Biligirirangam Hills on a 99 Years' lease. He described the land which he wants as follows:-

"The land I want consists of 350 acres of deciduous jungle containing few large timber trees and is known as Togahatty being situated in the Gundila Valley someway West of Dod Sampagi and lies at the foot of Galliwarri Betta stretching between Sheldi Betta and Wonniberri betta. It is separated by a high ridge and is a long way from the bed of the Gundila Stream.

If granted this land, I would guarantee to plant and maintain a minimum of 50 beatti (blackwood) Dalbergia latifolia trees per acre. The land is a small fraction of the huge deciduous Forest covering these Hills"

Mr.Tireman, the then Conservator to whom the application was made noted as follows in forwarding it:-

"I had not time to see the piece of land in question except from a distance but Mr.Kinlock informed me that it was of much the same character as land through which I had passed on my way up the hills He also informed me that there was very little teak on it. The deciduous forests in the locality are very poor, and will never be of much value from a forest point of view, while a coffee estate will afford the soil much more protection than it gets from the deciduous forest growth. Moreover, if Mr.Kinlock plants 50 Dalbergia latifolia trees per acre and subsequently relinquishes the land it will be of much more value to us than it is at present. I
in favour of granting the lan
District Forest Officer to va
showing its position."

2. Mr.Kinlock was a planter before the War in January 1915 to join the Army and was demobilized 1919. He was twice wounded in the Western fromt on a shock. He urges his claim for special consideratio that land is being given to demobilized soldiers on in other parts of the Empire.

3. None ofthe orders issued by Government wi grant of land to soldiers in this Presidency applies to h but Mr.Tirman recommended that Mr.Kinlock may be given the la free of initial charge subject to the usual coffee assessment and the charge for trees.

4. Before proceeding to obtain further details of the land, I have the honour to enquire whether the Government are likely to accede to the request. The land is somewhere near the Atti. kan Estate which was granted to Mr.R.H.Morris in 1907. The correspondence in that case is referred to in Mr.Turing's letter No.1019/Rev. of 1920 dated 11th May 1920, in which he has referred to the general policy to be adopted with regard to such [illegible] If the Government are inclined to treat the present app[illegible] favourably, I shall be glad to be informed whether the [illegible] lease should be on the model of Mr. Morris' lease or on [illegible] of the Anamalai leases.

5. As regards the question whether any special co[illegible] should be given to Mr, Kinlock in the way of waiving a[illegible] charge for the land, I may say that I can guarantee [illegible] of the application. Mr. Kinlock is the son of a plan[illegible] been on the Nelliampatti for over 30 years.

SD.

ere the
and Rand
which expression shall
Randolph H.Morris his heirs, exe
times and assigns except where th
ferent meaning) on the other

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after called the
nd include the s
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s another or dif.

Whereas the Lessee has agreed with the Lessor through the collector of the District of Coimbatore acting for and on behalf of the Lessor for the purchase at the price of Rs 5 an acre of the right to occupy for the purposes of cultivating rubber thereon for a term of 20 (Twenty) years the piece of land described in the shedule hereunder written subject to the rents hereinafter reserved and to the conditions hereinafter contained.

9

And whereas in pursuance of such agreement the Lessee has paid the said Collector acting as aforesaid the sum of Rs1,100/-being e price at Rs 5/- an acre of the right to so occupy the said piece land.

Now And whereas for the purpose of carrying the above sale into ffect the Lessor has agreed to execute in favour of the Lessee such a lease ofthe said piece of land as is hereinafter contained.

Now this indenture withesseth that, in pursuance of the said agreement and in consideration of the aforesaid sum of Rupees One thousand One hundred (the receipt of which is hereby acknowledged) and in consideration of the rents and conditions hereinafter contained the Lessor doth hereby demise unto the Lessee the piece of land described in the schedule hereunder written together with the liberties, powers and privileges to be exercised in connection with the said piece of land subject to the conditions which are specified hereunder.

To hold the said piece of land and premises hereby demised or intended so to be unto the Lessee from the fifth day of September One thousand nine hundred and seven for the term of twenty years thence next ensuing, yielding and paying therefor to the Lessor the rents and sums of money mentioned and specified hereunder subject to the provisions to the said rents expressed.

And the said piece of land and premises hereby demised or inten d so to be, unto the Lessee from the fifth day of September One usand nine hundred and seven for the term of twenty years thence nex uring yielding and paying therefor to the Lessor the rents and sums o money mentioned and specified nereunder subject to the provisions t he said rents expressed.

And the Lessee doth hereby covenant with the Lessor and the Lessor doth hereby covenant with the Lessee as hereunder is expressed And it is hereby mutually agreed and declared by and between the parties hereto as hereunder is expressed and it is hereby declared that the shhedule hereunder written shall be deemed part of these pres and be read and construed accordingly.

In witness whereof Arthur Edgington, Collector of the Dist of Coimbatore by order and direction of His Excellency the Govern Council of Fort St.George given under section 18 of the Madras F Act V of 1882 for and on behalf of the Lessor and the Lessee hav unto set their respective hands the day and year first above wri

tration Re strict.		Boundaries.
oimbatore. Kollegal	ander- unsurveyed Part of the Bellagi shola in the Dodda-sampagai Reserved Forest.	The area enclosed a cut line west of Gundal stream and North of the road from Attikan to Bellagi. The line ismarked w 116 numbered c A plan of the attached to th

(b) Conditions. The lease shall run for 20 years ch time the land shall be resumed, or with the on renewed lease may be taken for a fresh term; at th

2. The land hereby demised is eclusively the property of Gov and shall not be transferred or alienated in any manner whether by sale lease, or by mortgage with or without possession except with the previou consent of the Collector who may impose a fine not exceeding 4 (four) rupees per acre per annum on such transaction.

3. The Grantee may cultivate such other crops as he desires in addition to rubber trees, but such cultivation shall be strictly subordinated to the cultivation of rubber trees.

4. The lessee shall fell and plant the whole extent within three(3) years and shall plant shade trees and rubber forthwith after felling over the extent felled and after they have grown maintain the shade can py to a reasonable extent during the period of his lease

6. The Lessee shall not fell within 50 yards of the Gundal stream and shall not remove any portion of the humus of the land for use outside the said land.

5. The lessee shall leave the shade trees standing should he abando the lease.

7. The lessee shall construct catch drains to prevent any sco from heavy rains.

8. The Lessee shall pay during the currency of the the first day of March in every year to the Collector Lessor a rent of (8) eight annas per acre per annum years and two (2) rupees per acre thereafter. The le pay in addition all land and other cesses payable by a Ryotwari settelemt on the amonbt of rent above stip ent rate of 1 anna 3 pies per rupee.

9. The Lessee shall have permission to fell and use out charge but should he transport any of the timber uries of his Estate he shall pay the usual seigniorage rates.

10 The Forest Department shall be at liberty to remove for its own se wrthout payment but on giving previous notice any tree or trees fe d on the area on payment of any damage that may be caused by the said orest Department in the removal of such trees.

11 The Lessee shall permit the Lessor and all persons authorised im or by the Government of Madras or any other officer thereof at a asonable times during the lease to enter upon the land in pursuan

of their official duties.

(Sd) Randolph H.Morris.

Signed by the above named

(Sd) William Prager,
Coffee planter
Chamarajnagar,
Mysore provinces

in the presence of

Signedby the above named (Sd) Fernandez,
Accountant
Honnametti Estate

in the presence of

(Sd) Arthur Edgington,
Ag.Collector.

(Sd) A P.Krishnaswamy Ayyar,
Clerk, Dy.Collector's Office
Kollegal

(Sd) K.N.Sitarama Ayyar,
1st Vernacular Clerk,
Collector's office
Coimbatore.

-----cooooOOOOOOooooo---

S.D.

Copy of letter from the Collector of ...
Rev of 20 dated 11th May 1920.

12

I have the honour to forward herewith the application from Mr. R.C.Morris requesting that the lease of the Honnametti estate may be converted into one of 99 years lease with the endorsement of the Conservator of Forests, Western Circle, Coimbatore, recommending that the Government may be moved either to grant Mr.Morris a 99 years lease or to give him a tenure similar to that under which the Anamalai estates are held.

2. Mr.R.H. Morris (the father of the applicant) was granted the lease originally for the cultivation of rubber but as rubber cultivation failed, Mr.Morris was permitted by B.P.No.789-Mis, dated 18th August 1913 to cultivate coffee. In the yea r 1918, Mrs.R.H.Morris requested that the lease might be converthd into one of 99 years but the Board ordered that it was too soon to considdr the question-vide-B.P.No.80 Mis dated 31st January 1919

3. The point for consideration is whether the question of conversion should be taken up now or not. I agree with the Conservator in considering that it ought to be taken up immediately as nothing will be gained by delay. The present lease expires in 1927 and I think that the planters contention is reasonable, that he ought to know several years ahead on what terms the lease is likely to be renewed. There appears to have been no renewal of a planting lease and it is of considerable importance that the terms on which the Government propose to renew are definitely settled because of the precedent it will create.- The form of the lease on the Anamalais (a copy of which is forwarded herewith) provides for renewal at the end of 30 years on a maximum rent of Rs.4/- per acre on 60 % of the area and annas 8 per acre on the balance as compared with Rs.2 per acre on 60 % of the area and annas 8 per acre on the balance which is the rent levied for the closing period of the first 30 years' lease. The form of the lease granted to Mr. Morris in the present case is not in the form granted to the Planters on the Anamalais and does not contain any provision for renewal. the condition of renewal being left to the option of the lessor. Mr. Morris pays a rent of Rs.2 per acre from the beginning of the 6th year of the lease which is more than what he would have to pay under the Anamalai lease deed and there

there appears to be no reason to give him worse terms of renewal than will be given to the lessees on the Anamalais. It may be noted, however that the price originally paid by him was only Rs.5 per acre as against Rs.25/- till recently levied for the grant of lands on the Anamalais and Rs.75/- now proposed.

4. I have the honour to request you to be so good as to offer your remarks as to whether the question of renewal may be taken up at once and, if so, the terms you suggest for the renewal.

RJ

O.M.No. dated

With reference to his letter Ref.No.1928/20-1 dated 1-7-20 regarding the lease of certain forest land in the Gundila valley of the Kollegal taluk to Mr. A.P.Kinlock, the Govt. observe that the C.C. has not offered any opinion on the question whether the land applied for can be granted. The Conservator who recommends the grant of the land has not inspected it and he says that he saw the land from a distance. The C.C. is requested to have the land inspected by a responsible officer and report to Govt. definitely if he recommends the grant of the land to the applicant. // The report should discuss the question of the desirability of the grant from the point of view of forest conservancy, and should also make it clear whether the rights of any villages will be affected and

As regards the terms on which the land should be granted, if at all, the C.C. is requested to discuss the question whether the terms should be identical with those of the lands ordinarily granted in the Anamalai Hills, and if so whether the initial payment at the rate of Rs.25 per acre hitherto enforced in that tract is sufficient or excessive in the case of the present grant under discussion. It is understood that the question of ~~its~~ adequacy ~~in the present circumstances~~ on the Anamalai Hills is already engaging the C.C.'s attention. The Govt. has no information at present as to whether the planting conditions in Kollegal taluk render special concessions desirable, ~~and~~ whether there is any future before the planting industry in that taluk, and whether it is desirable to encourage planting ~~in that area~~. It believed that the taluk contains no plantations with the exception of one or two on the western edge of the taluk ad-

usefully be made as to the existence of these plantations and the terms on which the land was granted for a comparison with the conditions under on the Anamalai Hills.

DESPATCHED
1920

To the C.C. of Forests

Development DEPARTMENT.

Received GOVERNMENT DEVELOPMENT DEPARTMENT SECRETARIAT 23 AUG 1921 I 191 Registered 191 /.

Subject.

Submitting to Government the report called for on the lease of to Mr. A.P. Kinlock in the Gundal Valley, Kollegal Division.

ENCLOSURES
No.
Spare copies

Reference No. 1928-20-6

Station Chepauk, Madras, *Dated the* 20th August 1921 ~~191~~

From (Name) S. Cox Esquire, C.I.E., I.F.S.,

(Designation) Chief Conservator of Forests.

To ~~The~~ Secretary to Government,

Development Department, Fort Saint George, Madras.

Sir,

With reference to Government Memo. No. 912-I 20-1 dated 21st August 1920, calling for a further report on the application of Mr. A.P. Kinlock for about 350 acres of land in the Gundal Valley, Kollegal, I have the honour to state that the District Forest Officer, Kollegal, inspected the land in October last and reported that there was no objection to its assignment for coffee cultivation so long as it was kept more or less covered, and there was no delay in planting up the area after felling.

The three survey of India sheets showing the plot applied for are submitted herewith for refere-

District Forest Officer. He considers that the area is far poorer than Anamalais both as regards soil and forest growth, and doubts whether coffee can be grown profitably in this place, though Mr. Kinlock is very sanguine about it. He adds, however, that no rights in the Gundal Valley will be affected by the grar of this application.

3. The Collector agrees with the local forest officers and stated that from the forest point of view, as well as from th of irrigation there is no objection to the grant of a lease subject to certain conditions.

He also is doubtful whether the valley is suitable for coffee cultivation and whether owing to want of communications there is much future for development in this neighbourhood ~~Th~~

The neighbouring Honametti Coffee Estates owned by Mr. Morris is at a higher elevation than the land now applied for and both th soil and climate ~~is~~ are more suitable.

4. I have had a personal interview with Mr. Morris representing the interests of Mrs. Kinlock, the widow of the original applicant who recently died at Kotagiri. He is entirely confident of the suitability of the site and the prospects of coffee planting. It is difficult to confute the arguments of one who is so thoroughly acquainted with the local conditions and has had long practical experience of planting in the neighbourhood; if any one's opi in the matter is valuable it is that of Mr. Morris.

5. For this reason I see no reason to refuse the grant provided conditions are imposed which will result in no injury to public interests in the event of the undertaking failing.

The conditions to which the applicant agrees are

(1) that only coffee or cardamoms should be grown on the land

(2) that not less than 50 rose wood trees shall be reared and maintained on every acre of the land under cultivation

3) that these trees shall become without payment the property of Government in the event of the lessee abandoning the

communications and land for buildings, no mention of which was made in the original application.

Mr. Morris asks on behalf of Mrs. Kinlock for

(i) the grant on lease of a piece of land about 10 acres in extent to the east of the proposed estate for the construction of a bungalow with a road leading to the estate;

(ii) the grant of a piece of land on the north-west side of the proposed estate for the construction of a power-house with a road leading to the estate;

(iii) the right to construct (1) a road about one mile long to connect the estate on the northern side with the Gundal Valley road and (2) a similar road to the west of the estate for a distance of about half a mile to meet the Gundal Valley road.

The Collector and Conservator see no objection to the grant of these privileges which are an essential for the working of the estate.

7 With regard to rent, there is the precedent of the forest leases on the Anamalais, but the conditions there are so much more favourable that I donot think the rules in force there should be applied. They are moreover somewhat complicated by the imposition of progressive rates. There is the nearer precedent of the Honametti estate which lies about 1500 or 2000 feet above the land now applied for.

In that case Mr. Morris paid an initial price of Rs.5/- per acre, a rent of eight annas per acre for the first five years, and Rs. 2/- per acre for the last fifteen years of his original lease.

On renewal of the lease in 1921 for a further period of 30 years Government ~~has~~ have imposed a uniform rate of Rs. 3/- per acre.

8. I would suggest in the present case also that an initial price of Rs. 5/- be levied on the land in consideration of the comparative poverty of the standing forest and the condition that the lessee has to plant and maintain not less than 50 rose wood trees to the acre. With regard to rent, I propose that the lessee pay Rs. 2/- per acre from the date of occupation for a period of 30 years lease and Rs. 3/- per acre on renewal thereby following the precedent of the Honametti Estate.

In other respects the lease will follow the model of the Anamalais leases.

10. Should these proposals meet with the approval of Government, a draft lease based as far as possible on the model of the Anamalai leases will be drawn up and submitted to Government for approval.

I have the honour to be,

Sir,

Your most obedient servant,

Karnadurai
22/8
For Chief Conservator.

K.S.S. 22/8

Enclo: 3 maps.

R2

Rev (Spl) Deptt

Lease

C№ 912. From the C.C. of Forests, Ref^ce 1928/20-1 & 1.7.20

To U.S.

Please see the CC's letter.

M^r A.P. Kinlock, a planter, has applied for the grant on a 99 years lease of 350 acres of deciduous forest in the Gundia valley of the Kollegal Taluk for Coffee cultivation ~~and~~, Before proceeding to obtain further details of the land ~~the~~ Collector enquires whether the Govt are likely to accede to the petitioners request and whether the terms of the lease should be on the model of M^r Morris lease or on the model of the Anamalai lease.

2nd As regards the first enquiry, there seems to be no prima facie objection to the lease of the land in question. The ~~Collector and~~ the Conservator recommends and the Collr the grant of the land. The C.C. has not given ~~his~~ their opinion on the point but presumably they agree with the ~~Collr and~~ Conservator. It is not of course possible

M.S. 6-7

by special permission. Perhaps
the question it seems desirable to obtain
full particulars of the proposals regarding
the Morris lease. The Collector may perhaps
be told that the Govt await them

A draft Memo is submitted for
~~Consideration~~. We are not now concerned
with the question of the renewal of
the lease to Mr Morris which will no
doubt be submitted to Govt in due course and it may be considered
if and when the proposals are received.

As regards the application of Mr
Kinlock, the C.C says that if it
is decided to grant the ~~present~~ applic-
ation, the lease will perhaps be
similar to that decided in the
case of Mr Morris. It appears, therefore,
until the terms of the lease to be granted
to Mr Morris is settled, no decision
can be arrived at as to the terms of
the lease to be given to Mr Kinlock.
It is not therefore possible at present to give
a definite reply to the Collector's second
enquiry, namely whether the terms of
the lease should be on the ~~model of~~
~~Mr Morris' lease or on the model of~~
~~the Arcadia lease~~. or that model-

is whether the land can be granted. At this point the C.C has not made any definite recommendation. In fact ~~the~~ practically the whole of C.C's letter ~~to me~~ is devoted to a discussion of the proposal to renew Mr Moores lease and the only reference to the question at issue, namely the application of Mr Kinlock, is contained in the last sentence of para ~~4~~ at page 4 C.F. The Collector says that the application is bona fide but offers no opinion on the question if the land can be granted. The Conservator is the only officer who recommends the grant of the land. He has not however inspected the land. He says that he saw the land "from a distance" ~~and his description of the land is on the basis of the above information~~ In these circumstances it does not appear possible for Govt to come to a decision as to if the land can be granted. Is this for orders if the C.C may be asked to make a definite recommendation on the point.

5 In para 4 of his letter at p 6 C.F. the Coll^r refers to a letter written by

the Secy, Bd of Commissioners, regarding the general policy to be adopted with regard to the leases of the kind in question. The CC has not furnished a copy of this letter to Govt. The Madras office asked the CC's office by T.M. for a copy of the letter but no copy was furnished. It is for orders whether the C.C. may be asked to submit a copy of this letter.

6 A draft am. to the CC is submitted with reference to paras 5 & 6 above.

LRR
24-7-20

for Secretary.

BNP
26/7

I do not think it necessary to call for a copy of my report written as Collector of Coimbatore in the case of Mr Morris. I remember fairly well what I said, and I do not think that the cases will necessarily be parallel, the one being a case of renewal and this being a case of application for a fresh grant.

2. Kollegal taluk is a hill and forest taluk with comparatively small patches of cultivation, at least so, I believe. I have never visited the taluk personally There are however on the west of it, close to Mysore, one or two planting estates There ought to be some record in this office about these estates and of the terms on which the land was granted. We can then consider

whether the conditions then allowed are applicable to the present case If nothing can be found, a reference will have to be made.

3. If there are no special conditions relating to the Kollegal taluk or ~~others~~ ~~worth~~ ~~following~~ in that taluk, it is probable that the conditions applicable to the Anamalais Hills may be applied in this case also. Here again we shall run up against the question as to whether the initial ~~rate~~ premium to be paid by planters should be raised from Rs.25 to Rs.75, a matter which is under correspondence with the C.C.

4. I do not remember whether it was stated in the correspondence with me as Collector of Coimbatore that the forest in question had been personally inspected by the Conservator or Deputy Conservator. I rather think this was the case, but it certainly ought to be looked into. There is also the question whether the rights of any villagers would be affected.

5. Is it usual to consult the Board of Revenue in regard to such matters?

27.7

To Rs.

Para 1 of Secy's note

A copy of the letter written by the Secy as Collr of Coimbatore which has been received from the C's office is added to the cf— pp 10-11 cf.

Para 2 of note

~~So far as I know~~

One Planting estate [illegible]

is that granted to Mr R.H. Morris in 1907 – Vide fo. No ~~3334 of 1907~~.

No other land in the ~~an~~ locality ~~mentioned~~ referred to by the Secy. appears to have been granted in recent years. If it is considered that the ~~old~~ old records should be examined the Madras Record Office may be asked to put up ~~if there~~ papers if any regarding these estates. ~~He~~ for orders whether the C.C. may be asked to state if he has any information regarding these estates.

Para 4 of the note

From the remarks of the Conservator quoted by the CCF at p 5 C.F. it is observed that the land ~~has~~ has been inspected

Para 5 of the note

It is not usual to consult the Board in regard to the grant of land which is under the control of the Forest Dept.

2 The draft G.O. already put up has been amended with reference to the Secy's remarks. For orders whether it may issue

LRR
30-7-12

For Secy BJR
9.8.12

pp 12+14 of
pp 15-18 of

Issued as O.M.No.912-I/20-1, dated 21-8-1920.
From the C.C.F. No.1928/20-6, dated 20-8-1921.

To Under Secretary.

Please see the C.C's. letter No.1928/20-6 dated 20-8-21 at pp.15-18 of c.f. sent in reply to this Dept's. O.M. No.912-I/20-1 dated 21-8-1920 at p.12 of c.f.

p 12 of c.f.

2. Para.1 of the Memo at p.12 c.f.

The C.C. replies that the land was inspected by the D.F.O. in October last who reported that there was no objection to its assignment. The Conservator and Collector agree in this view and add that from a forest point of view as well as from that of irrigation there is no objection to the grant of the land.

The C.C. therefore sees no reason to refuse the grant and proposes the following conditions so that even if the undertaking failed, it will result in no injury to public interests

(1) that ~~duly~~ only coffee or cardamoms should be grown on the land.

(The Anamalai leases ~~do~~ give the lessee option to cultivate tea, coffee, cocoa, cinchona, cardamoms, pepper, rubber & other plantation products. In view of the poverty of the soil it is apparently proposed to restrict cultivation to coffee or cardamoms. The Conservator and the Collector doubt whether coffee could be grown successfully in the place, but Mr. Morris who knows the local conditions thoroughly and has long practical experience of planting in the neighbourhood is entirely confident in the matter.

(2) that not less than 50 rose wood trees shall be reared and maintained on every acre of the land

under

under cultivation.

(3) that these trees shall become without payment the property of Government in the event of the lessee - abandoning the enterprise. The applicant agrees to these conditions.

3. In regard to communications the following requests are made and are supported by the Conservator and the Collector:--

(1) the grant on lease of a piece of land about 10 acres in extent to the east of the proposed estate for the construction of a bungalow with a road leading to the estate.

Presumably the C.C. intends that the applicant should pay the initial price and annual rent settled in para 4 below.

(2) the grant of a piece of land on the north west side of the proposed estate for the construction of a power house with a road leading to the estate.

There is no mention of lease here. It is therefore not clear whether free grant is intended. As there is no reason to differentiate this and item (1) above, it is for orders whether the same course may be adopted in both.

(3) the right to construct certain roads. This may be agreed to but it may be stipulated that the roads will remain the property of Government.

4. Para.2 of the Memo. Initial price.

The C.C. does not consider the precedent of the Anamalai lease applicable, as the conditions there are so much more favourable. He therefore proposes an initial price of Rs.5/- per acre in consideration of the comparative poverty of the standing forest and the condition that the lessee has to plant and - maintain not less than 50 rose wood trees to the acre.

In the case of the Honnametti estate in the same locality the intial price fixed when the land was first granted in 1907 was Rs.5/- only. For orders whether the C.C's proposal to fix the same rate in this case also will be accepted.

5. Annual rent.

The C.C. proposes Rs.2/- per acre from date of occupation for a period of 30 years and Rs.3/- per acre on renewal thereby following the precedent of the Honnametti estate; he does not propose the progressive rates followed in regard to the Anamalai leases. For orders.

6. Period of lease. The C.C. apparently contemplates a lease for 30 years with option to renew for a further period of 30 years as in the case of the Anamalai leases. This was the period sanctioned in the case of Honnametti estate in G.O.No.181 Revenue Special dated 2-2-21 and may therefore be applied for this case also.

1 It appears that the original applicant Mr Kinlock recently died & that the present recommendation is on behalf of his widow.

2. the note is, in its major portion, a repetition of the matter in the current file and it ought to have been avoided under the office Rules.

C.C's report on heads 1 to 5 & of C F is clear enough & orders may be passed thereon.

S/ Kurup 4.9.21

P.T.S

[illegible] premium, but Kulkyal [illegible] is absolutely [illegible] as yet as [illegible] case.

I suppose the formalities.

Fin. agreement necessary?

6.9.21

To US

With reference to Secy's query above it is submitted that Finl's agreement is not necessary (vide precedents 9.0. 1215 of 29-4-1914, 9.0 1443 of 19/5/1914 9.0 1798 of 20-6-1914)

A draft orders is submitted for approval

S.V.

Kur 8.9.21

Kur 8.9.21

[illegible] omit [illegible] otherwise but [illegible] say as this?

C.A.G.

To W.S.

Please see corrections in the draft below

Kur 10.9.21

Kur 9.9.21

C.

10.9.21

Issue

14.9

Noted 10-9-21 13.9.21

When received for Fair-copying.		
When copied ..	14.9.21	[illegible]
When examined ..		
When signed ..		
When despatched ..		

forest lease

In the Gundla Valley of the Kollegal taluk in favour of Mrs. A.P. Kinlock.

READ AGAIN G.O. No. ....., dated 192

" " " " ..... " 192

READ ALSO:—

C. No. 912-I/20 From the C.C. of Forests, No. 1925/20-1, dated 1-7-1920.

" " To " C.C. of Forests O.M. " 912-I/20-1 " 21-8-1920.

" 1925-I/21 From C.C. of Forests " 1928/20-6 " 20-8-1921.

ORDER. No. 1708, dated 14-9-1921

Mis

Attn. 14/9

The Govt. accept the CC's proposal for the lease of ~~about~~ approximately 350 acres of land in the Gundla Valley, Kollegal taluk of the Coimbatore Dt in favour of Mrs. A.P. Kinlock on the terms and conditions proposed in his letter read above last.

2) In regard to the facilities for communication referred to in para 6 of the CC's letter, the Govt consider that the land required for the construction o

DESPATCHED
14 SEP 1921

a bungalow as also that required for a power-house should be leased to the applicant on the same terms as those prescribed for the planting areas. In regard to the roads to be constructed by him it should be stipulated that the roads will remain the property of Govt. when they are outside the leased area.

3) A draft lease should be drawn up and submitted for approval

KMB 8/9/21

JH

MBN To Rd 8/9/21

To C.C. of Forests with 3 maps rcvd.

As regards clause (iii) in para 6 of the C.C's letter Govt have no objection to permitting the applicant to construct the roads referred to but these roads new M.L. upon to be excluded from the lease altogether; they should remain public roads, though constructed by the lessee for easier access during the M'ly period

JH 10.9.21